



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #49-2010 Brownfield Site Assessment Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 30th, 2010**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #49-2010 Brownfield Site Assessment Services

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master(hardcopy), (1) electronic version and seven (7) duplicates(hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Specialized experience and technical competence of the person or firm with the type of service required.
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
5. Familiarity with the details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated cost of services.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2010.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____ Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT
PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 1. A periodical in general circulation throughout the region
 2. A Minority-Focused periodical in general circulation throughout the region
 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
 - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings

Marilyn Clark

mclark@lexingtonky.gov

859-258-3328

Commerce Lexington—

Tyrone Tyra, Minority Business Development

ttyra@commercelexington.com

859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown

sbrown@tsmsdc.com

502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC

ddharbut@uky.edu

Shawn Rogers, UK SBDC

Shawn.rogers@uky.edu

Shiree Mack

smack@uky.edu

Community Ventures Corporation

James Coles

jcoles@cvcky.org

859-231-0054

Kentucky Department of Transportation

Shella Jarvis

Shella.Jarvis@ky.gov

502-564-3601

KPAP

Debbie McKnight

Debbie.McKnight@ky.gov

800-838-3266 or 502-564-4252

Bobbie Carlton

Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon

rwaldon@gcul.org

513-487-6534

Kentucky Small Business Connect

Tom Back

800-626-2250 or 502-564-2064

<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Date

By

Title

LFUCG MBE/WBE SUBSTITUTION FORM**Bid/RFP/Quote Reference #** _____

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company_____
Date_____
Company Representative_____
Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	RFP Package / RFP Date

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- _____ Sponsored Economic Inclusion event to provide networking opportunities
- _____ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- _____ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- _____ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- _____ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- _____ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- _____ Other
Please list any other methods utilized that aren't covered above.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0 INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- h. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- i. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

- 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

- 4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County

Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 SAFETY AND LOSS CONTROL

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations,

machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

6.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

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LFUGG

BROWNFIELD ASSESSMENT SERVICES

Request for Proposal Expanded Description

October 25, 2010

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Overview

BROWNFIELD PETROLEUM GRANT ASSESSMENT SERVICES

Background

Brownfields are abandoned, idled, or underutilized industrial and commercial facilities/sites where expansion or redevelopment is complicated by real or perceived environmental contamination. Brownfields can be located in urban, suburban, or rural areas. The U.S. Environmental Protection Agency (EPA) Brownfield initiative helps communities mitigate potential health risks and restore the economic viability of such areas/ properties.

LFUCG (LFUCG) is soliciting proposals from qualified firms to perform environmental consulting services in connection with the \$200,000 FY 2010 Brownfield Petroleum Environmental Assessment Grant that was awarded to the LFUCG on July 12, 2010 through a Cooperative Agreement with the U.S. EPA. These grant funds are required to be expended by June 30, 2013.

The LFUCG plans to contract with one firm to implement the scope of work outlined in our approved Work Plan and Cooperative Agreement (CA) with the U.S. EPA. Should the LFUCG be successful in obtaining **additional** EPA brownfield grant funding that can be used to assess brownfield sites for (non-petroleum) hazardous substances, the LFUCG **may at our sole discretion** expand the successful firm's scope of work to include assessment for hazardous substances.

In our approved EPA work plan, the LFUCG budget a maximum of \$196,350 in contractual costs for performing the scope of work outlined in this RFP; of the remaining funds \$3,300 is budgeted for travel of LFUCG personnel to annual brownfield conferences as required by our grant conditions and \$350 is budgeted for supplies and travel in support of local education and outreach activities. No additional funds are available for the project and the LFUCG's total obligation to the environmental consultant shall in no event exceed the total amount of the grant funds budgeted for consulting services as described in our (existing) approved work plan, unless the EPA awards the LFUCG additional brownfield grant funds for hazardous substance assessment and the LFUCG decides to expand the scope of services to include hazardous substance assessment.

Project Overview

The LFUCG has been awarded \$200,000 to conduct Petroleum Environmental Assessments at Fayette County brownfield sites. These grant funds will be expended within the specified three-year grant timeframe. The funds will be used for identifying potential brownfield sites (candidate sites) for assessment, completion of eligibility forms, performance of Phase I and Phase II ESAs which meet CERCLA due diligence All Appropriate Inquiry (AAI) requirements, development of "cleanup plans" and recommendations for selected sites to

include Remedial Action Project Plans and/or Analysis of Brownfield Cleanup Alternatives, preparation of Quality Assurance Project Plans, preparation of Health and Safety Plans, grant reporting, grant management and related tasks.

In our (approved) grant application, the LFUCG proposed to use the community-wide brownfield assessment grant funds for education and outreach and to perform approximately twenty (20) Phase I Environmental Site Assessments (ESAs) and ten (10) Phase II ESAs as well as develop "cleanup plans" for 5 properties as funds allow. Please note these estimates are based on our anticipation that half of the sites where Phase I ESAs are performed to assess petroleum contamination will require a Phase II ESA and half of the sites where Phase II assessments are performed will require cleanup plans. The number of participating landowners, site conditions, etc could affect the actual number of ESAs performed and cleanup plans developed; however we anticipate spending the entire grant amount on this project.

Since the properties to be assessed lie within an urban area, protocol contained in ASTM International's E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" will be used by the consultant(s) when conducting Phase I ESAs. EPA recognizes the ASTM E1527-05 Standard as fully compliant with the AAI final rule. Should Phase I ESAs determine that sampling is required on a specific property; the selected consultant will develop a plan to conduct a Phase II ESA in accordance with ASTM Standard E1903-97(2002) "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process."

This is a community-wide assessment grant and, as stated in our application, we anticipate assessments may focus on potential brownfields sites on the northwest side of the urban CAR Project along the Manchester Street, Versailles Road and Newtown Pike corridors. This is one of the oldest sections of Lexington and was once a prominent commercial and industrial area. All sites selected for assessment under the grant program will be evaluated using U.S. EPA's site eligibility criteria. Site eligibility analyses (where required) will be completed by the consultant. All sites selected for assessment under the grant program will be approved by the LFUCG and then submitted to the Kentucky Department of Environmental Protection and the US EPA for review and eligibility approval before proceeding with the assessment work.

Responses will be reviewed by (LFUCG) RFP selection committee which will include our Division of Central Purchasing, Division of Planning, and experienced environmental staff within our Division of Environmental Policy among others. We will also use EPA guidance on hiring "environmental professionals," a requirement of the AAI rule, to help us in our selection.

Scope of Services

Please refer to "Attachment A Notice of Award and Cooperative Agreement" in Attachment A and EPA Approved Work Plan in Attachment B for a detailed scope of services. Specific tasks to be completed include but are not limited to:

- Inventory and prioritize sites
- Travel as needed throughout Fayette County
- Complete Site Eligibility Analysis of selected properties to be assessed
- Prepare Quality Assurance Project Plans (QAPP) for U.S. EPA approval
- Complete Phase I Environmental Site Assessments (ESAs)
- Complete Phase II ESAs
- Prepare remedial planning & design documents (Remedial Action Project Plans and/or Analysis of Brownfield Cleanup Alternatives)
- Provide community outreach activities and participate in the LFUCG's Brownfield Advisory Committee and/or the LFUCG CAR team as directed.
- Project management
- Complete U.S. EPA ACRES reporting, quarterly reporting, annual financial reporting, final report and other reports (as necessary) for LFUCG review/approval and submittal to EPA.

Selection of a Consultant

The LFUCG plans on hiring, at our discretion, one environmental consultant/firm to perform the work for the petroleum assessment grant. The selected firm will be asked to enter into an agreement with the LFUCG to provide environmental consulting services. All work must be completed under the direction of an AAI Environmental Professional and conform to the standards set forth under the AAI Rule and U.S. EPA requirements.

The selected environmental consultant will be knowledgeable, experienced and proficient in conducting petroleum and hazardous substance assessments as well as completing the specified brownfield remedial planning activities. The selected firm will be subject to federal contract requirements, including, but not limited to, Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) program, project certification process and minimum Federal (Davis-Bacon) wage rates, where applicable.

Required Minimum Qualifications

The LFUCG will only consider those Individuals or Firms with qualified Environmental Professionals on staff, as defined by the U.S. EPA "All Appropriate Inquiries (AAI) Rule (40 CFR. § 312.20)", and who have documented prior work experience providing environmental consulting services as part of U.S. EPA Brownfield Assessment, Revolving Loan Fund, and/or Cleanup Grants. To be evaluated for consideration under this RFP the required Minimum Qualifications are mandatory.

SOQ Outline: Instructions for Statement of Qualifications

The Statement of Qualifications (SOQ) information shall be provided as specified below. Applicants who do not follow the guidelines listed below or do not provide comprehensive responses for all requested information will not be considered.

Statement of Qualifications Contents and Evaluation Criteria

Beyond the required minimum qualifications, the Primary Criteria for evaluating the Statement of Qualifications are:

I. Firm Identification and Background Information

1. Firm's name, email address, business postal address, contact name, telephone and fax numbers.
2. Federal I.D. number
3. Kentucky Tax I.D. number
4. The firm's legal formation (e.g. corporation, sole proprietor, etc.) and state of incorporation, if applicable.
5. Company brochure and promotional materials, if available. Please include these materials at the end of your submission. (No more than 6 pages)

II. Qualifications and Experience of the Firm

1. Provide a concise history of the firm, its main partners/officers and largest shareholder;
2. Provide a summary of your firm's experience in EPA brownfield program assessment and developing remedial cleanup plans to include Remedial Action Project Plans and/or Analysis of Brownfield Cleanup Alternatives; include project dates, project titles, location, and cost. (No more than 12 pages);
3. Provide detailed examples of 5 representative brownfield projects. Projects from within the state of Kentucky (if available) are preferred. If Kentucky examples are not available, then EPA Region 4 examples and national examples are acceptable in that order.
4. Provide a summary of Phase I and Phase II environmental assessments completed by the firm in the previous three years. Include project dates, project titles, community located, employees involved and original estimated and final costs. (No more than 6 pages);
5. Include a description of the firm's resources, including staff, equipment and capital available for project use and deployment.
6. Demonstrate experience in preparing Quality Assurance Project Plans (QAPPs) and remedial cleanup plans to include Remedial Action Project Plans and/or Analysis of Brownfield Cleanup Alternatives as required under the U.S. EPA Brownfield Program.
7. If selected for the project, provide information on what specific services the firm will provide to the LFUCG at no additional cost to the LFUCG in support of the project (if any).

III. Personnel

1. Identify the AAI Environmental Professional and the Project Manager (if different) who will be assigned to the contract, and provide qualifications/resume.
2. Provide a description of the firm's personnel with the qualifications necessary to complete the work in the contract/program. **The firm may not subcontract or partner with other firms to meet the AAI Environmental Professional qualifications and experience requirements.** Include personnel name, title, years of experience, education, billable rate and the number and title of projects assigned to the individual in the last three years.
3. Supply resumes of personnel who will be assigned to this project, including the AAI Environmental Professional and the Project Manager (if different), who will be key to the success of the project.

IV. References

Include a minimum of three (3) client references for whom the firm has provided U.S. EPA Phase I and Phase II environmental assessments or brownfield cleanups in the past three years. Provide the name, telephone number, and e-mail address of a contact for each client and a brief description of the services provided. References for projects located within Kentucky are preferred; if Kentucky projects are not available, then EPA Region 4 examples and national examples are acceptable in that order.

V. Required Attachments

1. Environmental Professional's name and qualifications per AAI Rule
2. Standard billable rates for project personnel
3. Firm's Current certificate of professional liability, malpractice, and errors and omissions insurance
4. Firm's Current certificate of general liability insurance
5. Firm's Non-Collusion Affidavit
6. Firm's Certificate of Personal Property Tax Affidavit (if applicable)
7. Firm's Work force composition form (EEO-PT01)
8. Firm's Workers Compensation Certificate

EVALUATION

The LFUCG will accept proposals from qualified vendors. In general, the process will include an evaluation with consideration given to the following:

1. Specialized experience and technical competence of the person(s) or firm who will be performing the actual work to include specialized experience in the EPA brownfield grant program;
2. Capacity of the person(s) or firm to perform the work, including any specialized services, within the time limitations. **Respondents shall**

clearly identify personnel that will be assigned to specific activities, the (anticipated) approximate number of hours each employee will work on this project, and their work location;

3. The manner in which the proposer will perform the work. **Proposers should describe in detail the resources they have to perform the work, how they will perform the work, and describe milestones.** This includes but is not limited to the manner in which they intend to engage and educate the public and business community, how they will identify sites for assessment, how they will perform reporting functions, how they will perform Phase I and Phase II site assessments, how they will develop cleanup plans and recommendations, and how they will provide the coordination/project management needed to ensure the project's success. Additionally the bidder should stipulate whether they have the experience needed to assess properties for hazardous substances, develop remedial action plans, and perform cleanup of contaminated sites (to include underground storage tank removal) should additional EPA funds become available. Proposers should also describe procedures they have in place to ensure compliance with EPA brownfield grant requirements;
4. Timeliness with which work will be carried out and when work could start. Include a timeline for completing the work;
5. Character, integrity, reputation, judgment, experience and efficiency of the person(s) or firm;
6. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules and effectiveness;
7. Familiarity with the details of the project;
8. Degree of local employment to be provided by the person(s) or firm in the performance of the contract by the person or firm. Respondents shall clearly identify work location for all applicable personnel;
9. Cost to perform the services relative to the level of services provided;
10. Cost of laboratory analysis. Respondents should identify expected sampling (laboratory) tests that will be run to determine whether petroleum constituents are present during the Phase II ESAs, the laboratory that will perform the analytical work, and identify costs of individual laboratory analysis (i.e. cost for each lab parameter) to include vendor "markup;"
11. Ability to comply with reporting, and other applicable requirements of EPA's brownfield grant program;
12. At the conclusion of the RFP process, vendors may be asked (at LFUCG discretion) to prepare and conduct, on the LFUCG premises in Lexington, a presentation of their proposed approach to providing the requested services. LFUCG will prepare the agenda. The expected duration of this presentation will be up to two hours. All associated costs will be the responsibility of the vendor.

Vendor Selection Process

The initial screening activity is based on overall compliance to the RFP, inclusion of relevant references, business profile and cost relative to value of the services provided.

The second screening activity involves detailed analysis of the RFP response. Responses will be evaluated on the basis of the proposer's fulfillment of the requirements contained in this RFP, vendor business profile (including references), the level of services provided relative to cost, and additional selection criteria identified in this RFP. Vendors may be invited to do a presentation on their submittal at LFUCG discretion.

Estimated Timeline

The milestone dates for the project are estimated as follows:

November 15, 2010	Deadline for submission of questions
November 30, 2010	Vendor RFP responses due

Subcontracts

At the time the bids are submitted, the Contractor shall include as part of the bid submittal the names of the subcontractors proposed for any part of the project (to include drilling, sampling, lab analysis, etc). If the Contractor intends to use a subcontractor for any phases of the project such subcontractor shall be approved by the LFUCG before any work is accomplished.

Reporting

Written reports on all project activities must be prepared by the selected contractor and provided to the LFUCG for submittal to the EPA in accordance with the terms of our EPA approved work plan and cooperative agreement. These reports must be approved by the LFUCG prior to being submitted to the EPA. This includes but is not limited to quarterly reports and the final project close out report.

The LFUCG reserves the right to require all reports to be provided both electronically and via hard copy and reserves the right to require the successful bidder to submit required reports directly to the EPA through the Assessment, Cleanup and Redevelopment Exchange System (ACRES) at our discretion.

OWNERSHIP OF MATERIALS PRODUCED/DELIVERABLES

All materials and deliverables produced under this scope of work will be the property of the LFUCG. Materials developed for the LFUCG may be modified and used for the counties in the Bluegrass Area Development District only at our discretion.

Contract

This contract will commence on the day indicated in the Notice to Proceed. The initial contract period shall be one year and the contract may be extended for up to two additional one-

year periods (i.e. until grant completion or grant funds expended) upon mutual agreement of the LFUCG and the successful proposer. However the proposer is advised that under the terms of our EPA cooperative agreement, these funds must be expended no later than June 30, 2013. Costs incurred after June 30, 2013 are not reimbursable under current EPA policy.

Should the LFUCG be successful in obtaining additional EPA Brownfield grant funds for hazardous substance assessment, the LFUCG may at our sole discretion extend the contract for additional years so that it coincides with the length of the hazardous substance grant.

Vendor Response Instructions

As you respond to these requirements, please consider that LFUCG reserves the right to incorporate these requirements, and your responses to them, into a final contract.

General

The maximum amount budgeted (to be awarded) to the successful bidder for providing the **contractual** services described in this solicitation is \$196,350. Respondents should note that EPA awarded funds to the LFUCG to carry out this initiative in July 2010 and these funds must be expended by **June 30, 2013**. **It is the intent of the LFUCG to utilize approximately \$196,350 of these grant funds for contractual services needed for assessment of properties and development of cleanup plans, and related tasks. When responding, proposers should base their response on this amount (\$196,350) being available and describe in detail the services the LFUCG/community will receive for these monies between the time a winning proposer is selected and June 30, 2013.**

At the conclusion of the RFP process, vendors **may** be asked to prepare and conduct, on the LFUCG premises in Lexington, a presentation of their proposed approach to providing the requested services. LFUCG will prepare the agenda. The expected duration of this presentation will be up to two hours. All associated costs will be the responsibility of the vendor.

All vendor responses must utilize the accompanying RFP Response Template (in Microsoft Word). Additional material or detail may be added to the response as appendices. The template facilitates efficient and objective responses to the requirements, questions, and pricing matrix provided with the RFP. Responses to these items are required for consideration. LFUCG reserves the right to withdraw this RFP at any time, and to eliminate any response from consideration at their discretion.

Vendor responses should be provided using the request for Proposals Response Template beginning on page 44. Responses should be complete and include the following components, which are described below:

- Transmittal Letter (not included in the Response Template)
- Narrative Description
- Requirements Response Matrix
- Vendor's Scope of Work
- Vendor Business Profile
- Vendor Key Questions

- Pricing Matrix (to include analytical costs)
- Project Plan
- Assumptions and Constraints

Transmittal Letter

Each vendor will submit a cover letter of transmittal, stipulating the following:

- The signer of the letter has sufficient authority to commit the vendor organization to its proposal.
- The vendor agrees to the scope, terms and conditions of this RFP. Any exceptions must be described here.
- The identity and title of the vendor's authorized negotiator, in the event of the vendor being selected for negotiation.
- LFUCG will have ownership of the proposed deliverables.
- Commitment that the total proposed fixed price is valid for at least 90 days from the letter date.

Narrative Description

Describe the manner in which the proposer will perform the work. Proposers should describe in detail their approach, milestones, and the resources they have to perform the work. This includes but is not limited to the manner in which they intend to engage and educate the public and business community, how they will identify sites for assessment, how they will perform reporting functions, how they will perform Phase I and Phase II site assessments (to include specifying drilling and sampling equipment), how they will develop cleanup plans, and how they will provide the coordination/project management needed to ensure the project's success. Additionally the bidder should stipulate whether they have the experience needed to assess properties for hazardous substances (should additional EPA funds become available). Proposers should also describe in detail their experience in performing work under the EPA brownfield program and the procedures they have in place to ensure compliance with EPA brownfield grant requirements.

Proposers should detail strategies they will employ for reaching specific groups (businesses, residents, industry, students, etc).

Proposers should describe how they would encourage/persuade the property owners to participate in the grant by having their properties assessed.

Proposers should also discuss the way in which they will conduct on site education and outreach and the approximate number of on site visits anticipated. Proposers should describe how they plan on ensuring compliance with applicable EPA brownfield program requirements.

Proposers should identify how they will measure progress/success.

Proposers should also specifically identify potential linkages and synergies to be realized should their firm be selected.

Proposers should stipulate in this narrative who will be the bidder's point of contact for all questions arising from this work as well as for routine interactions with the LFUCG. Please note the LFUCG desires a single point of contact.

Unless otherwise agreed to by the LFUCG, the point of contact shall be the qualified Environmental Professional on staff overseeing the assessments, as defined by the U.S. EPA "All Appropriate Inquiries (AAI) Rule (40 CFR. § 312.20)." Proposers should also describe how problems arising during the

performance of work will be resolved/addressed. Proposers should also note that the LFUCG reserves the right to provide direction to the bidder to ensure the effectiveness of the program.

Vendors Scope of Work Matrix

For vendor's scope of work, the appropriate vendor response is to indicate if the information item will be met by means of "yes" or "no". A "yes" response is a binding commitment by the vendor to fulfill the responsibility within the scope and price of their RFP response.

Vendor Business Profile

Please provide the business information requested in the *Vendor Business Profile* section of this RFP.

Vendor Key Questions

Please provide detailed answers in the *Vendor Key Questions* section of this RFP.

Pricing

The vendor will provide the description and price information in the Pricing Matrix. Vendors are encouraged to suggest milestones for payment.

Project Plan

The vendor will identify and provide the major tasks/significant milestones and associated timelines required for fulfilling the scope of work described in this RFP. Proposers should include a detailed timeline for achieving these milestones and complying with the EPA approved work schedule. The timeline should cover the period from notice of this award to June 30, 2013. **Proposers should note that the EPA requires the LFUCG to demonstrate "sufficient progress" within one and one half years of our award (by January 2012) and proposers should include this consideration when creating detailed timelines.**

Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables. Key task dependencies should also be identified.

Assumptions and Constraints

Please supply any assumptions on which your proposal and its estimates are based, along with any constraints you may have in regard to the project scope, described in this RFP.

Vendor Scope of Work

The major components of the desired scope of work for the vendor are comprised of the following items. Responses to these items are required.

Vendor Responsibilities
Provide Brownfield Assessment Services
<ul style="list-style-type: none"> • Provide services as described in the RFP. • Serve as an initial point of contact for the community and businesses regarding this brownfield grant. • Perform public education and outreach. • Hold, coordinate and/or support workshops on this brownfield grant • Answer brownfield related questions from the community. • Provide one-on-one, on-site educational services to businesses and provide follow-up as needed. • Promote participation in brownfield assessment process to property owners. • Identify and prioritize potential brownfield assessment sites. • Coordinate and perform Phase I Environmental Site Assessments (ESAs). • Coordinate and perform Phase II Environmental Site Assessments (ESAs). • Develop clean up plans/prepare planning documents (Remedial Action Project Plans and/or Analysis of Brownfield Cleanup Alternatives) as directed. • Prepare Quality Assurance Project Plans (QAPP) for U.S. EPA approval • Provide community outreach activities and participate in the LFUCG's Brownfield Advisory Committee and/or the LFUCG Cooperative Agreement Recipient (CAR) Team as directed. • Complete U.S. EPA ACRES (quarterly) reporting, annual financial reporting, final report and other reports (as necessary) for LFUCG approval and submittal to the EPA. • Adhere to the schedule for completion of milestones that the vendor has submitted in response to this RFP. • Comply with applicable EPA brownfield grant requirements • Travel as needed throughout Fayette County. • Comply with all RFP response criteria.

Scope of LFUCG Responsibilities

LFUCG is planning to perform the following tasks:

- Designate a primary contact to resolve questions and obtain business decisions.
- Create a CAR Team/Brownfields Advisory Team to help facilitate the grant process.
- Assist with outreach efforts.

- Make available existing information on potential brownfield sites that is readily available such as the Underutilized Property Study completed in 2007 and the “Nonresidential Infill and Redevelopment Study” of underutilized properties completed in April 2009 that may be useful in identifying sites to be assessed.
- Serve as main point of contact for EPA.
- Assist in selection of sites to be evaluated.

The vendor will perform all other tasks required for this scope of work.

Considerations

Considerations are items that may not be directly involved with the current project, but should be noted, as they may affect the project.

- 1) LFUCG has applied for (additional) FY 2011 EPA Brownfield Program funds in the amount of \$200,000 to perform hazardous substance assessments of brownfield properties and the successful bidder **may** be contracted to assess properties for hazardous substances at LFUCG’s discretion.
- 2) The LFUCG has internal resources that may be used to assist the successful proposer in outreach and education as our resources allow. This potentially includes resources such as drafting press releases, setting up press conferences, creating programming for public access channel GTV3, posting information on the LFUCG website, and internal publications.
- 3) A *Non-Residential Infill Study* was completed in April 2009 by the LFUCG to identify vacant land, unoccupied structures and underutilized property (properties that exhibit characteristics of physical deterioration, vacancy or abandonment). A link to this study can be found at <http://www.lexingtonky.gov/index.aspx?page=1822>
- 4) The LFUCG has an Infill and Redevelopment Steering Committee to promote infill and redevelopment and has established several policies which support these initiatives. This includes: (1) authorizing the creation of the Land Bank Authority that creates an entity that can receive (or in certain circumstances, purchase) property that typically does not have a clear title; (2) adopting the Abandoned Urban Property Tax which may significantly increase the property taxes on a piece of property that has been determined to be an abandoned urban property (AUP); (3) establishing the Lexington Community Land Trust, which was incorporated in November of 2008, to enhance affordable housing opportunities in Fayette County- one of the innovative tools this Trust is using allows residents to control housing although they do not own title to the land (i.e. such as a 99-year lease) and; (4) Lexington recently created the position of the “Infill and Redevelopment Facilitator”, a senior level position in the Division of Planning to help shepherd developers through the local process and to make recommendations regarding improvements to the overall growth management system to promote infill and redevelopment. For more info on these resources go to <http://www.lexingtonky.gov/index.aspx?page=1822>

Submitted by:
Insert Vendor Name, Address & Logo Here

LFUG

Request for Proposal Response Template

Brownfield Assessment Services

October 25, 2010

Narrative Description

Describe in detail the manner in which the proposer will perform the work/provide the requested services. The description should address the areas stipulated in the Narrative Description in the Vendor Response Instructions beginning on page 40 at a minimum.

Vendor Scope of Work

The major components of the desired scope of work for the vendor are comprised of the following items. Please indicate your ability and commitment below with a "yes" or "no" for each line item. A "yes" response is a binding commitment by the vendor to fulfill the responsibility within the scope and price of their RFP response. For any "no" answers, please explain the associated limitations or constraints.

Vendor Responsibilities		Yes or No
Provide Brownfield Assessment Services		
• Provide services as described in this RFP.		
• Serve as an initial point of contact for the community and businesses regarding this brownfield grant.		
• Perform public education and outreach.		
• Hold, coordinate and/or support workshops on this brownfield grant		
• Answer brownfield related questions from the community.		
• Provide one-on-one, on-site consultation to businesses and provide follow-up as needed.		
• Provide one-on-one, on-site educational services to businesses on this brownfield grant.		
• Promote participation in brownfield assessment process to property owners.		
• Identify and prioritize potential brownfield assessment sites.		
• Coordinate and perform Phase I and Phase II Environmental Site Assessments (ESAs).		
• Develop clean up plans/prepare planning & design documents Develop clean up plans/prepare planning documents (Remedial Action Project Plans and/or Analysis of Brownfield Cleanup Alternatives) for select properties as directed		
• Prepare Quality Assurance Project Plans (QAPP) for U.S. EPA approval		

• Provide community outreach activities and participate in the LFUCG's Brownfield Advisory Committee and/or the LFUCG Cooperative Agreement Recipient (CAR) Team as directed.	
• Complete U.S. EPA ACRES reporting, quarterly reporting, annual financial reporting, final report and other reports (as necessary) for LFUCG approval and submittal to the EPA.	
• Adhere to the schedule for completion of milestones that the vendor has submitted in response to this RFP.	
• Comply with applicable EPA brownfield grant requirements	
• Travel as needed throughout Fayette County.	
• Comply with all RFP response criteria.	

Vendor Business Profile & References

Please submit the following business information items about your company/organization and subcontractors:

- Company name, headquarters address, and local responsible office
- DUNS number
- Number of years in business
- Number of years active in the development of Service Desk solutions
- Annual revenue
- Business structure (e.g., C-Corp, S-Corp, LLC, 501(C) 3 organization, etc)
- Ownership (if publicly traded, include exchange and symbol)
- Total number of employees
- Location(s) of key project and support staff that will be performing the work.
- Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.
- Include the name and phone number of a contact person for each example provided.
- Provide a listing of current key personnel and their personal experience in providing the specified services of this RFP. The role each employee will have in performing the work described herein should be clearly identified. Resumes demonstrating employees' experience shall be included for each key employee to be assigned to this project.

- Experience in field to include performing assessments, developing Remedial Action Plans, Analysis of Brownfield Cleanup Alternatives, EPA brownfield program experience, etc. Relevant certifications for personnel involved in this project should be highlighted.
- Experience in community education and outreach.
- **Any information considered to be proprietary by the proposer must be submitted under separate envelope marked proprietary. This should be submitted with the master copy ONLY.**

Project Plan & Deliverables

The vendor should identify and provide the major tasks (milestones) and associated timelines required to fulfill the scope of work described in this RFP. Proposers should include a detailed timeline for achieving these milestones. The timeline should cover the period of time from award notification to June 30, 2013 (to include preparation of final report). Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task durations and resources quantified. This includes any and all LFUCG tasks, resources or deliverables. Key task dependencies should also be identified.

Assumptions and Constraints

Insert vendor assumptions & constraints here.

Vendor Key Questions

Please respond to the following questions.

1. Should your firm be selected, would the personnel that will be working on this project be experienced in conducting Phase I and Phase II ESAs, developing Remedial Action Plans and/or Analysis of Brownfield Cleanup Alternatives, ACRES reporting, project management, etc under the EPA brownfield program? If so please describe this EPA brownfield experience in detail.
2. Can your firm comply with all relevant/applicable requirements found in the EPA Notice of Award and Cooperative Agreement in Attachment A and our approved Work Plan in Attachment B? If not please identify any exceptions.
3. Has your company/organization ever provided these types of services for another community?
4. If you answered yes to question #3, can your company/organization provide documentation that the services your organization provided resulted in a meaningful increase in the number of brownfield properties that were either returned to a beneficial use or made available for a beneficial use?

5. Please describe the partnerships you envision creating and the synergies you expect to realize as you provide Brownfield Assessment Services for Lexington.
6. What makes your approach the optimal approach for Lexington to meet the goals of our brownfield grant?
7. Please specify what percentage of the scope of work will be performed directly by AAI Environmental Professionals and list the specific tasks the AAI Environmental Professionals will be performing.
8. How does your firm typically handle information generated during Phase II ESAs indicating that contamination is indeed present on a property?

Pricing Matrix and Terms

For this bid, please provide pricing per major activity and description information for each major activity as well as the number of times you anticipate the activity will be performed between the time of award notification and June 30, 2013. Prices should be stated in U.S. dollars and offered for at least 90 days. LFUCG will determine actual work to be performed. Vendors should note that costs to perform any other necessary activities such as outreach, reporting, site identification, preparing Quality Assurance Project Plans (etc) should be included in the costs of the major activities in table 1 below. Vendor should also specify costs to perform additional sampling (should additional sampling prove necessary during Phase II ESAs) in Table 2 and specify **all** analytical costs in Table 3.

TABLE 1 ESTIMATED MAJOR ACTIVITY COSTS

Activity	Cost per Hour [1]	Estimated Number	Additional Costs if Any[2]	Price/unit
Perform Phase I ESA and prepare report				Vendor to insert total cost per ESA _{[3] [4]}
Perform Phase II ESA and prepare report				Vendor to insert total cost per ESA _{[3] [5]}
Develop Remedial Action Plan/Develop Analysis of Brownfield Cleanup Alternatives				Vendor to insert total cost per plan _{[3] [6]}

Table 1 Notes:

[1] Please see item # 1 of Administrative Conditions "Consultant Cap 2010" in Attachment A regarding maximum allowable rates that can be paid for consultant services. Respondents should list all professional categories they anticipate that will perform significant work and their corresponding (estimated) hours.

[2] Additional costs (if any) would include subcontractor costs, mobilization to the site, field work such as drilling, well installation, etc. Include and identify vendor markup (if any) in these costs. Do not include analytical costs when providing cost for the Phase II ESA in Table 1; the proposer should specify all analytical costs in Table 3 below.

[3] Cost to perform this task should include all applicable ancillary tasks/costs with the exception of analytical costs which should be estimated separately in Table 3 below. This cost should include where applicable project reporting, project management, education and outreach, identification and evaluation of brownfield candidate sites, eligibility analysis, obtaining access agreements, preparation of Quality Assurance Project Plans, mobilization, field screening, sampling, disposal of wastes generated by sampling activities, and similar tasks as well as vendor "markup."

[4] In regards to estimating costs for performing a Phase I ESA, respondents should base their cost on performing a Phase I ESA at a former "service station" in an urban area. If available, respondents should submit their cost estimates for performing Phase I ESAs at brownfield sites of additional types and sizes such as former distilleries, former refineries, former auto salvage yards, etc when responding to this RFP but should not include these costs in Table 1.

[5] In regards to estimating costs for performing a Phase II ESA, respondents should base their cost on advancing 3 soil borings to a depth of 10 feet, collecting one soil sample for analysis from each boring, and collecting one water sample from each of the 3 borings/assessment wells for analysis during each Phase II ESA plus report preparation.

[6] In regards to estimating costs for developing Remedial Action Plans and Analysis of Brownfield Cleanup Alternatives, respondents should base these costs on the former service station scenario described above in note 4 of Table 1.

TABLE 2 ADDITIONAL SAMPLING COSTS

Activity	Price/unit
Additional soil sampling collection costs [1]	Vendor to insert cost/sample
Additional ground water sampling collection costs [1]	Vendor to insert cost/sample
Additional boring advancement [1]	Vendor to insert cost/foot
Additional monitoring and/or assessment well installation [1]	Vendor to insert cost/foot
Additional mobilization to site [1]	Vendor to insert cost each event
Additional disposal of water and soil [1]	Vendor to insert cost per drum
Other costs if any [1]	Vendor to insert cost per item

Table 2 Notes:

[1] Vendors should identify these costs in case additional sampling beyond what is required for the Phase II ESA scenario described in note [5] of Table 1 is necessary.

TABLE 3 Phase II ESA ANALYTICAL COSTS

Analysis [1]	Lab name	Method	Cost per sample	Estimated number

Table 3 Notes:

[1] Respondents should identify the specific petroleum analysis and number of analysis that are conducted during a "typical" Phase II ESA performed by their firm to determine whether petroleum contamination is present during the Phase II ESAs; identify the laboratory that will perform the analytical work; and identify costs of individual laboratory analysis (i.e. cost for each "petroleum" lab parameter) to include identifying the selected vendor's "markup" if any.

LFUCG Brownfield Petroleum Assessment Grant RFP 10-25-10.doc

**ATTACHMENT A
NOTICE OF AWARD AND COOPERATIVE AGREEMENT**

**ATTACHMENT B
APPROVED WORK PLAN**

